

11583

ABRA
rec'd. 11/6/02

**COOPERATIVE AGREEMENT CONCERNING ISSUANCE
OF LICENSE FOR SALE OF ALCOHOLIC BEVERAGES**

THIS AGREEMENT, made and entered into this 5th day of November, 2002, by and between Multi-Management, Inc., trading as Habana Village (hereinafter the "Applicant"), Advisory Neighborhood Commission 1-C (hereinafter "ANC-1C") and the Kalorama Citizens Association (hereinafter the "Protestants") witnesses:

Whereas Applicant has filed an application (#11583) with the District of Columbia Alcoholic Beverage Control Board (hereinafter the "Board") for the ~~renewal~~ ^{SUBSTANTIAL CHANGE} of a class "CR" License for the premises known as Habana Village, located at 1834 Columbia Road, NW, Washington, DC.

ok PL. 11-6-2002
ok DJ 11-6-2002

Whereas Protestants have filed before the Board protests opposing the granting of this renewal.

Whereas in recognition of the Board's policy of encouraging parties to a protested proceeding to settle their differences by reaching cooperative agreements, the Parties hereto desire to enter into a cooperative agreement whereby (1) Applicant will agree to adopt certain measures to address the Protestants' concerns and to include this agreement as a formal condition of its application, and (2) Protestants will agree to the substantial change of the license to allow live music presentations and withdrawal of the Protest, *provided* that such agreement is incorporated into the Board's order issuing the license, which order is thereby conditioned upon compliance with such agreement.

Whereas Applicant has recently taken or intends to take certain measures designed to ameliorate Protestants' concerns.

Now therefore, in consideration of the mutual covenants and undertakings memorialized herein, the Parties agree as follows:

1. Hours. The hours of operation shall be:

Sunday through Wednesday: 6:30 pm until 1:30 am
Thursday: 6:30 pm until 2:00 am
Friday and Saturday: 6:30 pm until 3:00 am

2. Seating. Seating capacity will not exceed:

Interior tables and bar, 1st and 2nd floors: 130

3. Noise/Music/Dancing. Applicant acknowledges familiarity with and will comply with noise-control provisions of District of Columbia law and regulations, including preventing emissions of sound, capable of being heard outside the premises, by any musical instrument or amplification device or other device or source of sound or noise, in accordance with Title 23 DCMR 905, the DC Noise Control Act and its amendments (DC Law 2-53, DC Act 11-297 and DC Act 14-088 and its successors). The doors and windows of the premises will be kept closed at all times during business hours when music is being played or a sound amplification device is being employed in the premises, except when persons are in the act of using the door for ingress to or egress from the premises. There shall be no music played on the roof.

4. Trash/Garbage/Rodents. Applicant shall maintain regular trash/garbage removal service, regularly remove trash from the trash and dumpster area, and see that the trash and dumpster area remain clean. Applicant shall deposit trash and garbage only in rodent-proof dumpsters, and shall see that dumpster covers fit properly and remain fully closed except when trash or garbage is being added or removed. Applicant will make every reasonable effort to eliminate food sources for rodents to help eliminate the rat population. Applicant will recycle the following items as per DC Law 7-226: cardboard, glass and cans.

Applicant shall provide for the proper removal of grease and fatty oils from the establishment and will not deposit grease or fatty oils in the dumpster.

5. Exterior including Public Space. (a) Applicant shall assist in the maintenance of the alleyway and the space in front of the establishment to at least 18 inches outward from the curb as needed to keep them free of trash and to remove snow and ice from the sidewalk and comply with all applicable DC laws and regulations in these respects. Applicant shall make every reasonable effort to prevent or disperse loitering or any other source of noise or disturbance in the areas in front or to the rear of the premises during business hours and at closing, and to encourage patrons to leave those areas at closing.

6. Items specific to establishment.

Applicant agrees to take the following steps to reduce the likelihood of sound disturbance from the establishment.

On the first floor, by February 1, 2003, the three front (bay) windows will each have a new insulated glass panel installed over them on the inside. The two side windows in the rear room that look out on the fire escape will be replaced with new insulated glass windows. Opposite the bar, a window with an air conditioner will be framed and insulated for sound using Owens Corning Quiet Zone acoustic batts and Quiet Zone acoustic wall framing or some similar product with equal or better sound reduction capabilities.

On the second floor, by March 1, 2003, three windows that overlook the fire escape, each having an air conditioner in them will be framed and sound insulated as above. The rearmost side window will be replaced with a new insulated glass window.

7. Bar/Pub Crawls. Applicant agrees not to promote or participate in bar or pub "crawls" or "tours", or any other similar events.

8. Consideration. Applicant will encourage employees and patrons to be considerate of neighboring residents at all times. Applicant will encourage employees leaving the establishment to keep conversations and noise to a minimum from 11:00 PM to 7:00 AM.

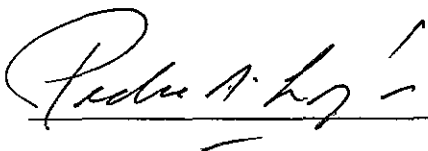
9. Modification. This agreement can be modified only by the ABC Board or the mutual agreement of all the parties with the approval of the ABC Board. In the case of ANC-1C, any modification must be approved, in writing, at a regularly scheduled public meeting by a majority of the Commissioners present, constituting a quorum.

10. Regulations. In addition to the foregoing, Applicant will operate in compliance with all applicable laws and regulations.

11. Withdrawal of Protests. Protestants agree to the substantial change of the license and withdrawal of their Protest, *provided* that this Cooperative Agreement is incorporated into the Board's order issuing the license, which order is thereby conditioned upon compliance with such Cooperative Agreement.

12. Availability of Cooperative Agreement. Applicant agrees to keep available at all times a copy of this agreement at his establishment and to familiarize all his employees with its conditions.

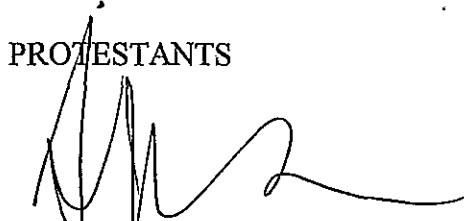
APPLICANT:



By: PRESIDENT
PEDRO A. LOTAN

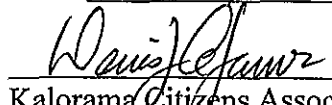
Date: NOR. 6 - 2002

PROTESTANTS



Advisory Neighborhood Commission 1C
Andrew James Miscuk, Chairman

By: Andrew James Miscuk
Date: 5 NOV 02



Kalorama Citizens Association
By: DENIS I.E. JAMES ABC LICENSING
CHAIR FOR KCA

Date: 11.6.2002

**BEFORE
THE DISTRICT OF COLUMBIA
ALCOHOLIC BEVERAGE CONTROL BOARD**

In the Matter of:

Habana Village Arts & Folklore, Inc.
t/a Habana Village

Application for a Retailer's Class
CR License (substantial change)
at premises

1834 Columbia Road, N.W.
Washington, D.C.

Application no. 11583-02/119P
2002-272

Denis I.E. James, Chairperson, on behalf of the ABC Licensing Committee for the Kalorama Citizens Association, and Dan Brody, on behalf of the Advisory Neighborhood Commission 1C, Protestants

Pedro A. Lujuan, President, on behalf of the Applicant

BEFORE: Roderic L. Woodson, Esquire, Chair
Vera Abbott, Member
Charles Burger, Member
Laurie Collins, Member
Judy Moy, Member
Ellen Oppen-Weiner, Esquire, Member
Audrey Thompson, Member

**ORDER ON WITHDRAWN PROTEST
AND VOLUNTARY AGREEMENT**

The request to include live music to the operation of the licensed premises was protested and came before the Board on September 18, 2002 in accordance with the D.C. Official Code Section 601 (2000 Edition). Denis I.E. James, Chairperson, on behalf of the Kalorama Citizens Association, and Dan Brody, on behalf of the Advisory Neighborhood Commission 1C, filed timely opposition against the request for the substantial change.

The official records of the Board reflect that the parties have reached an agreement that has been reduced to writing and has been properly executed and filed with the Board. Pursuant to the agreement, dated November 5, 2002, the protestants have agreed to withdraw the opposition, provided, however, the Board's approval of the pending

Habana Village Arts & Folklore, Inc.
t/a Habana Village
Page two

application is conditioned upon the licensee's continuing compliance with the terms of the agreement.

Accordingly, it is this 11th day of December ~~November~~ 2002, **ORDERED** that:

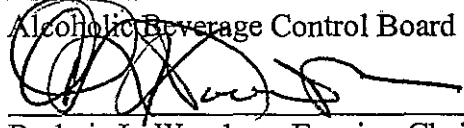
1. The opposition of Denis I.E. James, Chairperson, on behalf of the Kalorama Citizens Association, and Dan Brody, on behalf of the Advisory Neighborhood Commission 1C is **WITHDRAWN**;

2. The request to add live music to the operation of the licensed premises of Habana Village Arts & Folklore, Inc. t/a Habana Village, holder of a retailer's class CR license, located at 1834 Columbia Road, N.W., Washington, D.C. is **GRANTED**;

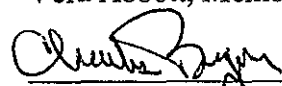
3. The above-referenced agreement between the parties is **INCORPORATED** as part of this Order; and

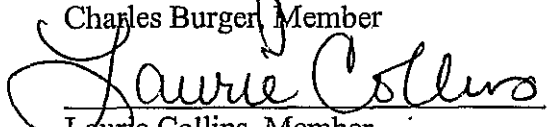
4. Copies of this Order shall be sent to the Protestants and the Attorney for the Applicant.

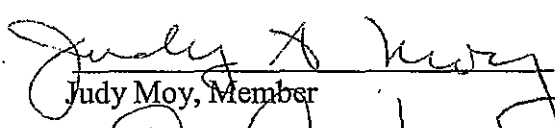
District of Columbia
Alcoholic Beverage Control Board

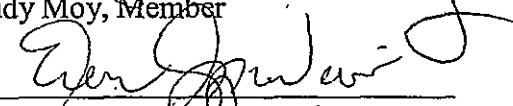

Roderic L. Woodson, Esquire, Chair

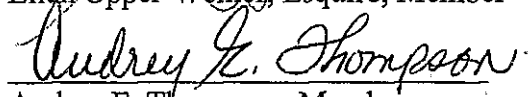

Vera Abbott, Member


Charles Burger, Member


Laurie Collins, Member


Judy Moy, Member


Ellen Opper-Weiner, Esquire, Member


Audrey E. Thompson, Member

#11503 BLA:ABC
11503 rec'd 8/14/00
lbh

VOLUNTARY AGREEMENT CONCERNING ISSUANCE OF LICENSE FOR SALE OF ALCOHOLIC BEVERAGES

THIS AGREEMENT, made and entered into this 7th day of August, 2000, by and between Lujan Pedro A. / Habana Village Art & Folklore Inc. trading as Habana Village Art & Folklore Inc. hereinafter the "Applicant"), and Advisory Neighborhood Commission 1C (hereinafter the "Protestant"), witnesses:
+ Kalorama Citizens Association

Whereas Applicant has filed an application with the District of Columbia Alcoholic Beverage Control Board (hereinafter the "Board") for the renewal of a class CR License for the premises known as Habana Village Art & Folklore Inc., located at 1834 Columbia Rd, N.W., Washington, D.C.,

Whereas Protestant has filed before the Board protests opposing the granting of this renewal,

Whereas in recognition of the Board's policy of encouraging parties to a protested proceeding to settle their differences by reaching voluntary agreements, the Parties hereto desire to enter into a voluntary agreement whereby (1) Applicant will agree to adopt certain measures to address the Protestant's concerns and to include this agreement as a formal condition of its application, and (2) Protestant will agree to the issuance of the renewal of the license and withdrawal of the Protest, *provided* that such agreement is incorporated into the Board's order renewing the license, which order is thereby conditioned upon compliance with such agreement,

Whereas Applicant has recently taken or intends to take certain measures designed to ameliorate Protestant's concerns,

Now therefore, in consideration of the mutual covenants and undertakings memorialized herein, the Parties hereby agree as follows:

1. Hours. The hours of operation shall be:

	<u>Monday</u>	<u>Tuesday</u>	<u>Wednesday</u>	<u>Thursday</u>	<u>Friday</u>	<u>Saturday</u>	<u>Sunday</u>
Inside:	<u>6³⁰ pm - 2am</u>	<u>6³⁰ pm - 2am</u>	<u>6³⁰ pm - 2am</u>	<u>6³⁰ pm - 2am</u>	<u>6³⁰ pm - 2am</u>	<u>6³⁰ pm - 2am</u>	<u>6³⁰ p.m. - midnight</u>
Roof:	<u>NO</u>	<u>NO</u>	<u>NO</u>	<u>NO</u>	<u>NO</u>	<u>NO</u>	<u>NO</u>
Patio(s):	<u>NO</u>	<u>NO</u>	<u>NO</u>	<u>NO</u>	<u>NO</u>	<u>NO</u>	<u>NO</u>

If different from above, hours when alcohol will be served:

Inside:	_____	_____	_____	_____
Roof:	_____	_____	_____	_____
Patio(s):	_____	_____	_____	_____

2. Seating. Seating capacity will not exceed:

Interior tables: _____ Interior bar: _____ Patio(s) _____: Roof: _____

3. Noise/Music/Dancing. Applicant acknowledges familiarity with and will comply with noise-control provisions of District of Columbia law and regulations, including preventing emissions of sound, capable of being heard outside the premises, by any musical instrument or amplification device or other device or source of sound or noise, in accordance with DCMR Section 905. The doors and windows of the premises will be kept closed at all times during business hours when music is being played or a sound amplification device is being employed in the premises, except when persons are in the act of using the door for ingress to or egress from the premises.

4. Trash/garbage/rodents. Applicant shall maintain regular trash/garbage removal service, regularly remove trash from the trash and dumpster area, and see that the trash and dumpster area remain clean. Applicant shall deposit trash and garbage only in rodent-proof dumpsters, and shall see that dumpster covers fit properly and remain fully closed except when trash or garbage is being added or removed. Applicant will make every reasonable effort to eliminate food sources for rodents and eliminate the rat population.

5. Exterior including public space. (a) Applicant shall assist in the maintenance of the alleyway and the space in front of the establishment to at least 18 inches outward from the curb as needed to keep them free of trash and to remove snow and ice from the sidewalk and comply with all applicable D.C. laws and regulations in these respects. Applicant shall make every reasonable effort to prevent or disperse loitering or any other source of noise or disturbance in the areas in front or to the rear of the premises during business hours and at closing, and to cause patrons to leave those areas at closing.

(b) Applicant will provide for the proper removal of grease and fatty oils from the establishment and will not deposit grease or fatty oils in the dumpster.

6. Items specific to establishment.

Applicant will place signs encouraging patrons to respect the neighborhood, near the entrance and agree to keep windows closed. Applicant will work with neighborhood groups and businesses to encourage such signage.

(Note: Be specific: locations, hours, soundproofing, etc.)

7. Bar/Pub Crawls. Applicant agrees not to promote or participate in bar or pub "crawls".

8. Consideration. Applicant will encourage employees and patrons to be considerate of neighboring residents at all times. Applicant will encourage employees leaving the establishment to keep conversations and noise down from 11:00 PM to 7:00 AM.

9. Modification. This agreement can be modified only by mutual agreement of all the parties. In the case of ANC 1C, if Applicant desires to modify the terms of this agreement, prior to implementing the changes Applicant shall receive written agreement from ANC-1C after a majority of the commissioners shall have voted in favor of the changes at a full public meeting.

10. Regulations. In addition to the foregoing, Applicant will operate in compliance with all applicable laws and regulations.

11. Withdrawal of protests. Protestants agree to the issuance of the renewal of the license and withdrawal of their Protests, *provided* that the present Voluntary Agreement is incorporated into the Board's order renewing the license, which order is thereby conditioned upon compliance with such Voluntary Agreement.

APPLICANT:

[Signature]

By: _____

PROTESTANT:

LC Seltzer 8/7/00
Advisory Neighborhood Commission 1C
By: *Linda E. Softli*

CS Brooks 8/9/00
Calorema Citizens Association
by:

**BEFORE
THE DISTRICT OF COLUMBIA
ALCOHOLIC BEVERAGE CONTROL BOARD**

In the Matter of:

Habana Village Art & Folklore, Inc.
t/a Habana Village & Art Forklore, Inc.

Case No. 11583-00103P

Application for a Retailer's License
CR – renewal
at premises
1834 Columbia Road Road NW
Washington, D. C.

**Linda Softli, Chair, and Peter Schott, Vice-Chair, on behalf of the Advisory
Neighborhood Commission IC, and Michael A. Gould, President, on behalf of the
Kalorama Citizens Association, Protestants**

**Pedro A. Lujan, Vice President, on behalf of Habana Village Art & Forklore, Inc.,
Applicant**

**BEFORE: Roderic L. Woodson, Esquire, Chair
Vera Abbott, Member
Charles Burger, Member
Laurie Collins, Member
Judy Moy, Member
Ellen Oppen-Weiner, Esquire, Member
Audrey E. Thompson, Member**

ORDER ON WITHDRAWN PROTEST AND VOLUNTARY AGREEMENT

The application, having been protested, came before the Board for public hearing on August 2, 2000, in accordance with D. C. Code Section 25-115 (c)(5)(1999 Supp.), providing for the protestants to be heard. Linda Softli, Chair, and Peter Schott, Vice Chair, on behalf of the Advisory Neighborhood Commission (ANC) 1C and Michael Gould, President, on behalf of the Kalorama Citizens Association (KCA) filed timely protest letters, dated July 17, 2000 and July 16, 2000, respectively.

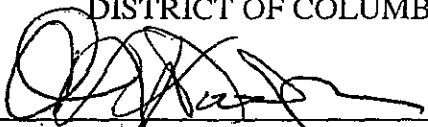
Habana Village Art & Folklore, Inc.
t/a Havana Village Art & Forklore, Inc.
Page two


The official records of the Board reflect that the parties have now reached an agreement, which has been reduced to writing, and has been properly executed and filed with the Board. Pursuant to the agreement dated August 7, 2000, the Protestants have agreed to withdraw the opposition, provided however, the Board's approval of the pending application is conditioned.

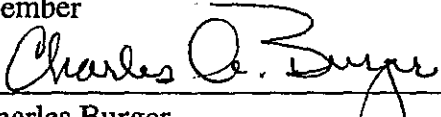
Accordingly, it is this 14TH day of February 2001, **ORDERED** that:

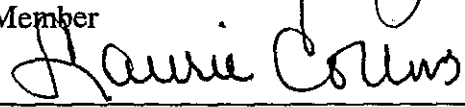
1. The protests of ANC IC and KCA be, and the same hereby, are **WITHDRAWN**;
2. The above- referenced agreement between the parties, be, and the same hereby, is **INCORPORATED** as part of this **ORDER**;
3. The application of Havana Village Art & Forklore, Inc. t/a same for a retailer's class CR renewal license at premises 1834 Columbia Road N.W., Washington, D.C., be, and the same hereby, is **GRANTED**; and,
4. Copies of this Order shall be sent to the Protestants and the Applicant.

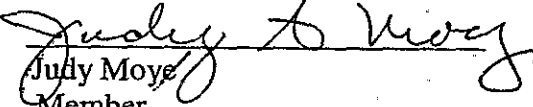
DISTRICT OF COLUMBIA ALCOHOLIC BEVERAGE CONTROL BOARD

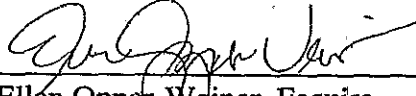

Roderic L. Woodson, Esquire
Chair


Vera Abbott
Member


Charles Burger.
Member


Laurie Collins
Member


Judy Moye
Member


Ellen Oppet-Weiner, Esquire
Member


Audrey E. Thompson
Member

AGREEMENT

This Agreement is made as of the 4th day of June, 1997 by and between Advisory Neighborhood Commission 1C (the "Commission") and Habana Village Art & Folklore, Inc., trading as Habana Village (the "Applicant").

RECITALS

A. The Applicant has filed an application with the Alcoholic Beverage Control Division of the Department of Consumer and Regulatory Affairs for a renewal of its Class CR license to sell alcoholic beverages at its restaurant at 1834 Columbia Road, N.W., Washington, D.C. (the "Application").

B. The Commission desires to condition its support for the Application on assurances from the Applicant that will guaranty the maintenance of cleanliness and public order, and ensure compliance with the law.

Now, therefore, in consideration of the mutual promises contained herein and the Commission's support of the Application, the Commission and the Applicant enter into this Agreement and hereby agree as follows:

1. Operation of the Restaurant.

(a) The Applicant shall operate a bona fide restaurant (the "Restaurant") on the premises pursuant to a Certificate of Occupancy permitting restaurant use. Accordingly, the Applicant shall operate the Restaurant so as to maintain a level of at least 45% of gross annual receipts from the sale of food and no more than 55% of gross annual receipts from the sale of alcoholic beverages.

(b) The Applicant shall permit patrons of the Restaurant to purchase food and drink with such credit cards as are commonly in use in the community.

(c) The Restaurant shall have a maximum capacity of 135 seats, and the Applicant shall not permit entry to any persons in excess of that maximum capacity.

(d) The hours of operation of the Restaurant shall be as follows:

6:30 p.m. - 2:00 a.m. Wednesday - Thursday
6:30 p.m. - 3:00 a.m. Friday - Saturday

At the above-listed closing times, the Restaurant shall close its doors to new customers and sell no additional alcoholic beverages, whether for consumption on the premises or for carry out service, for the remainder of the night.

(e) The Applicant has contracted for private trash pickup for the Restaurant three times weekly, and shall maintain at least the same number of weekly trash pickups for so long as the Restaurant operates.

(f) The Applicant shall observe and comply with all laws with respect to the maintenance and cleanliness of the public space adjacent to the Restaurant premises, including all regulations concerning rat harborages and the storage and disposal of kitchen grease.

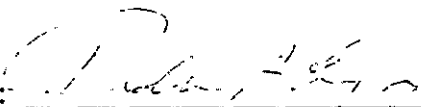
3. Support of the Application. The Commission shall support the Application and notify the appropriate officials of the Alcoholic Beverage Control Board of its support, along with a statement that the Commission's support is conditioned upon the execution of this Agreement and the performance of the promises contained herein. The Commission shall encourage the Alcoholic Beverage Control Board to condition the grant of a license pursuant to the Application upon the Applicant's compliance with this Agreement.

4. Breach. The Applicant agrees that any failure to comply with the provisions of this Agreement shall constitute grounds for the Commission to petition the Alcoholic Beverage Control Board, and any other appropriate authority for the revocation of the license to sell alcoholic beverages.

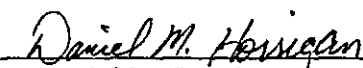
5. Transfer and Assignment. The Applicant shall notify the Commission of any sale or other transfer of its liquor license or of a controlling interest of its stock, or of any sale of substantially all the assets of the Applicant. <This Agreement may not be assigned by the Applicant without the prior written consent of the Commission.>

In witness whereof, the Applicant and the Commission have executed this Agreement as of the date first above written.

Habana Village Art & Folklore, Inc.,
trading as Habana Village

By: 
Name: Pedro A. Luján
Title: Vice President

Advisory Neighborhood Commission 1C

By: 
Daniel M. Horrigan
Chairperson